



Superior Court of the District of Columbia
Civil Division – Landlord and Tenant Branch
510 4th St NW, Building B, Room 110, Washington DC 20001
202-879-4879 | dccourts.gov

The Thomas and Ioanna Tsianakas Family Trust and Thomas Tsianakas (Trustee)

Plaintiff(s)

12637 High Meadow Road

Address (no post office boxes)

North Potomac, Maryland 20878

City, State, Zip Code

240-535-6322

Phone Number

logan12dc@gmail.com

Email Address

Rainbow Zebra LLC f/k/a Green Zebra LLC d/ b/a RUSH

Case Number

vs. Defendant(s)

2001 14th Street, NW

Address

Washington, DC 20009

City, State, Zip Code

Phone Number

Email Address

VERIFIED COMPLAINT FOR POSSESSION OF REAL PROPERTY -- FORM 1D
(Commercial Property)

I. Basis for Complaint:

1. I, Pamela McLean, swear or affirm, under penalties of perjury that I have knowledge of the facts set forth in this Complaint.

I am: ☐ Plaintiff, or ☒ Plaintiff's attorney, or ☐ Plaintiff's agent authorized to make this verification and my relationship to Plaintiff is (explain, and if Plaintiff is a corporation, include your title):

2. Plaintiff: ☒ is the Landlord or Owner, or ☐ has been appointed Personal Representative of the Estate in Case Number _____ and is authorized to take possession of the property, or ☐ is not the Landlord, Owner, or Personal Representative, but has the right to possession because (explain):

3. Plaintiff has other landlord and tenant case(s) pending against Defendant in Landlord and Tenant Court: ☐ yes ☒ no. If yes, the name and case number for the pending case(s) are:

4. Plaintiff seeks possession of commercial property located at 200 1 14th Street NW, Washington, D.C.

Plaintiff seeks possession of the property because:

- A. Defendant failed to pay: \$141,338.18 total amount due to the landlord from 05/2025 (month/year) to 12/2025 (month/year).

Defendant owes:

- ☒ Monthly base rent of \$ \$36,000.00;
☒ Common Area Maintenance (CAM) of \$ \$79,872 (explain) Unpaid monthly CAM charges

- ☒ Utility charges of \$ 19,086.19 (explain) Unpaid monthly utilities charges

- ☐ Taxes of \$ _____ (explain) _____

☒ Late fees of \$ 40,900.00 for the months of 05/2025 to 12/2025;
☒ Reasonable attorney's fees of \$ 2500.00 to date, pursuant to paragraph 15(F) of the lease;
☐ Other amount of \$ _____ for (explain) _____.

Notice to quit has been:

- ☒ Served as required by law; or
☒ I have personally reviewed the lease and Defendant has expressly waived the right to be served with a notice to quit in paragraph number 16 on page number 14 of the lease; or
☐ Defendant has expressly waived that right in another document (*attach copy*).

B. Defendant failed to vacate the property after expiration of a properly served written

- ☐ Notice of Termination, or
☐ Notice to Quit (*attach copy of Notice and Declaration of Service of the Notice*).

(1) Content of the Notice

This complaint is based only on the following facts in the attached Notice which were true at the time the Notice was served (*specify*):

(2) Compliance with the Notice (*complete if applicable*):

☐ Defendant's conduct set forth in the Notice violates the following paragraph number(s) or provision(s) of the written lease (*attach relevant portions*):

☐ Defendant failed to correct/cure the following violation(s) listed in the Notice by the deadline set forth in the Notice:

C. For the following reason:

- ☐ Defendant is holding over after the expiration of the lease;
☐ Defendant is not a tenant and has no legal right to occupy the premises;
☐ Other reason (*explain fully*): _____

Notice to quit:

- ☐ is not required; or
☐ has been served as required by law; or
☐ I have personally reviewed the lease and Defendant has expressly waived the right to be served with a notice to quit in paragraph number _____ on page number _____ of the lease; or
☐ Defendant has expressly waived that right in another document (*attach copy*).

II. Relief Requested:

Therefore, the Plaintiff asks the Court for: (*check all that apply*)

- ☒ Redeemable judgment for possession of the property described and costs taxed by the Clerk.
☐ Judgment for possession of the property described with no right to redeem the tenancy (non-redeemable judgment) and costs taxed by the Clerk.
☒ Money judgment for rent and fees in the total amount of \$ \$ 201,324.37.
☒ A protective order requiring that all future rent be paid into the Court Registry until the case is decided.



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Tribunal Superior del Distrito de Columbia
División Civil – Sección de Arrendadores y
Arrendatarios 510 4th St NW, Edificio B, Sala 110
Washington DC 20001
202-879-4879 | www.dccourts.gov

Case Number Caso N°:	
v.	
 The Thomas and Ioanna Tsianakas Family Trust and Thomas Tsianakas (Trustee) Plaintiff(s) Demandante	 Rainbow Zebra LLC f/k/a Green Zebra LLC d/b/a RUSH Defendant(s) Demandado
 12637 High Meadow Road Street Address (No PO boxes) Dirección (No usar apartados de correos)	 2001 14th Street, NW Street Address (No PO boxes) Dirección (No usar apartados de correos)
 North Potomac, Maryland 20878 City/State/Zip Code Ciudad/Estado/Código postal	 Washington, DC 20009 City/State/Zip Code Ciudad/Estado/Código postal
 240-535-6322 Phone Number Número de teléfono	 444 North Capitol St. NW, Suite 612, Washington, DC, 20001 Serve: Republic Registered Agent LLC, Resident Agent Email Address Dirección de correo electrónico

SUMMONS TO APPEAR IN COURT
CITATORIO DE COMPARENCIA AL TRIBUNAL

The plaintiff has sued to evict you. This paper is a summons for you to appear for a hearing on the date and time listed on the Initial Hearing Notice that you should get with this summons.

You do not have to leave your unit unless and until the Court orders you to do so.

The complaint states the reason(s) the plaintiff seeks to evict you. The complaint should be attached to this summons. If it is not, you can get a copy in the Landlord and Tenant Clerk's Office at 510 4th Street, Building B, Room #110 or by calling the Clerk's Office at 202-879-4879 or you can view it electronically at the Court's online court docket at <https://www.dccourts.gov/superior-court/cases-online> by typing in the case number exactly as it appears on the top of this form, including dashes, zeroes, and capital letters.

1. If you, or your attorney, do not appear on the date and time listed in the Initial Hearing Notice, you may be evicted without any further court hearings.
2. If you want legal assistance or possible representation by an attorney, you can call the Landlord Tenant Legal Assistance Network (LTLAN) at 202-780-2575. LTLAN provides free legal services to tenants with qualifying incomes. The Court encourages you to call LTLAN as soon as possible and well before **your hearing date**.

Notice to Occupant(s) Not Named on the Summons: If you live on the premises and wish to remain, you must participate in the court hearing even if you are not named as a Defendant on the Summons or Complaint.

El demandante ha presentado una demanda para desalojarlo. Este documento es una citación para que usted se presente a una audiencia en la fecha y hora indicadas en el Aviso de Audiencia Inicial que debe recibir con esta citación.

Usted no tiene que abandonar su unidad a menos y hasta que el Tribunal le ordene a hacerlo.

La demanda indica los motivos por los que el demandante busca desalojarlo. La demanda deberá ser incluida con esta citación. Si no es así, usted puede obtener una copia en la Oficina de la Sección de Arrendadores y Arrendatarios en 510 4th Street, Edificio B, Oficina 110 o llamando a la Oficina al 202-879-4879 o puede ver el documento electrónicamente en el expediente en línea en <https://www.dccourts.gov/superior-court/cases-online> escribiendo su número de caso exactamente como aparece en la parte superior de este documento, incluyendo guiones, ceros y letras mayúsculas.

1. Si usted o su abogado no se presentan en la fecha y hora indicadas en el Aviso de Audiencia Inicial, es posible que lo desalojen sin tener más audiencias judiciales.
2. Si desea asistencia legal o posible representación por parte de un abogado, puede llamar a la Red de Asistencia Legal para Propietarios e Inquilinos (LTLAN) al 202-780-2575. LTLAN brinda servicios legales gratuitos a inquilinos con ingresos que califiquen. El Tribunal le recomienda que llame a LTLAN lo antes posible y mucho antes de la **fecha de su audiencia**.

Aviso a los ocupantes no nombrados en la citación: si vive en las instalaciones y desea permanecer, debe participar en la audiencia judicial incluso si no está nombrado como demandado en la citación o demanda.

Plaintiff or Attorney Name (Print Name) Nombre del Demandante o Abogado (Nombre y apellido en letra de molde): Pamela McLean	
Address/Dirección: 1629 K Street NW Suite 300 Washington, D.C. 20006	
Signature/Firma: 	Email Address/Dirección de correo electrónico: mcleanlegalgroup@gmail.com
Telephone Number/Número de teléfono: 202-204-2234	Attorney Bar Number/Número del Colegio de Abogados: 497891

CLERK OF THE COURT
SECRETARIA DEL TRIBUNAL

Costs of this suit to date are/ Las costas de esta demanda hasta la fecha son: \$

IMPORTANT INFORMATION PLEASE READ CAREFULLY

Your landlord has sued to evict you. You must participate in each court hearing if you want to try to remain in your housing unit:

Attend the hearing even if you think you do not owe any rent or have not violated your lease. If you do not participate, or if you are late, you may be evicted without any further court hearings. You also may have a judgment for money entered against you, and your landlord may be allowed to take some of your wages.

Read the complaint carefully. Even if your rent is paid in full, the complaint may include reasons other than unpaid rent for your landlord to seek your eviction:

The plaintiff may be able to evict you if you do not pay rent that comes due after this complaint was filed. The plaintiff may have a right to evict you if you do not have a 'zero' balance on your rental account on the day of the hearing or, sometimes, if you have paid rent late even if you have a 'zero' balance.

Collect all papers relating to your case, and have them with you at every hearing:

Examples of papers that relate to your case are: your lease, rent receipts, pictures or anything else that will explain your side of the case to the judge. Also have the complaint and this document available.

You and the other side are expected to appear remotely. Instructions for remote participation are on the hearing notice. However, you may participate in person.

If you would like to appear in person, please notify the Court seven days before your hearing.

You must connect remotely or come to the courtroom promptly at the time that your hearing is scheduled:

If you are not present when your case is called or do not answer when your case is called, a default may be entered against you, and the Court may enter a judgment allowing the plaintiff to evict you.

If you have an emergency and cannot participate in the hearing or participate on time:

Call the Landlord and Tenant Clerk's Office immediately at 202-879-4879.

Persons with disabilities:

If you have a disability and you require an accommodation, please call 202-879-1700. The Court does not provide transportation service.

Child care:

A Child Care Center is in Room C-100 on the lower (C) level of the Moultrie Courthouse (500 Indiana Ave., NW). You may also call 202-879-1759 or email ChildCareCenter@dcsc.gov for more information.

Filing with the Court:

Parties may file documents electronically, or by mailing them to the Court at the Landlord and Tenant Branch address listed at the top of this summons, by bringing the documents to the Clerks' Office at the same address, or placing them in the drop-boxes in the lobby of the Moultrie courthouse or Building B. Information about electronic filing is available on the Court's website at <https://www.dccourts.gov/superior-court/e-filing>. You do not need to be an attorney to file electronically.

INFORMACIÓN IMPORTANTE POR FAVOR LEA CON CUIDADO

El arrendador radicó una demanda para su desalojo. Usted debe participar en cada audiencia judicial si desea intentar permanecer en su unidad de vivienda:

Asista a la audiencia incluso si cree que no debe alquiler o no ha violado su contrato de arrendamiento. Si no participa, o si llega tarde, es posible que lo desalojen sin más audiencias judiciales. También es posible que se dicte una sentencia por dinero en su contra, y es posible que se le permita al propietario quedarse con parte de su salario.

Lea la demanda con atención. Aun si su alquiler está al corriente, la demanda puede incluir razones diferentes al pago de alquiler para pedir su desalojo:

Es posible que el demandante pueda desalojarlo si no paga el alquiler vencido después de que se presentó esta queja. El demandante puede tener derecho a desalojarlo si no tiene un balance de "cero" en su cuenta de alquiler el día de la audiencia o, a veces, si pagó el alquiler tarde incluso si tiene un balance de "cero".

Recopile todos los documentos relacionados con su caso y téngalos consigo en cada audiencia:

Ejemplos de documentos relacionados con su caso son: su contrato de arrendamiento, recibos de alquiler, fotografías o cualquier otra cosa que explique su versión del caso al juez. Tenga también disponible la denuncia y este documento.

Se espera que usted y la otra parte se presenten de forma remota. Las instrucciones para la participación remota se encuentran en el aviso de audiencia. Sin embargo, puede participar en persona.

Si desea presentarse en persona, notifique al Tribunal siete días antes de su audiencia.

Debe conectarse de forma remota o presentarse en la sala del tribunal puntualmente a la hora programada para su audiencia:

Si usted no está presente cuando se llame su caso o no responde cuando se llame su caso, se puede emitir un fallo en contra de usted y el Tribunal puede dictar una sentencia que permita al demandante desalojarlo.

Si tiene una emergencia y no puede participar en la audiencia o presentarse a tiempo:

Llame inmediatamente a la Oficina de la Sección de Arrendadores y Arrendatarios al 202-879-4879.

Personas con discapacidades:

Si tiene una discapacidad y necesita una adaptación, llame al 202-879-1700. El Tribunal no proporciona servicio de transporte.

Guardería Infantil:

Hay un centro de cuidado infantil en la sala C-100 en el nivel inferior (C) del Tribunal de Justicia de Moultrie (500 Indiana Ave., NW.) También puede llamar al 202-879-1759 o enviar un correo electrónico a ChildCareCenter@dcsc.gov para obtener más información.

Presentar un documento ante la corte:

Las partes pueden presentar documentos electrónicamente o enviándolos por correo al Tribunal a la dirección de la Oficina de la Sección de Arrendadores y Arrendatarios indicada en la parte superior de esta citación, trayendo los documentos a la Oficina en la misma dirección o colocándolos en los buzones en el vestíbulo del juzgado de Moultrie o del Edificio B. Información sobre la presentación electrónica de documentos está disponible en el sitio web del Tribunal en <http://www.dccourts.gov/superior-court/e-filing>. No es necesario ser abogado para presentar documentos electrónicamente.

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective May 20, 2025, by and between The Thomas and Ioanna Tsianakas Family Trust, Thomas Tsianakas, Trustee ("Landlord") and Green Zebra, LLC, doing business as RUSH ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 2001 14th Street, NW, Washington, DC 20009 and consists of an improved structure of approximately 11,500 square feet.

Landlord makes available for lease the property designated as 2001 14th Street, NW, Second and Third Floors (hereinafter referred to as the "Premises"). Landlord desires to lease the Premises to Tenants, and Tenants desire to lease the Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term.**

A. Landlord hereby leases the Premises to Tenants, and Tenants hereby lease the same from Landlord, for a term of ten (10) years beginning May 10, 2025 and ending May 31, 2035. Tenant is accepting the Leased Premises in an "AS IS" condition.

B. Provided Tenant is not in default, Tenant may exercise in writing a First Option to renew this Lease for one additional five (5) year period (First Option Term), on the same terms and conditions (excepting only the rents which shall be adjusted as hereinafter stated), said written notice to be delivered to Landlord by certified mail receipt no later than six (6) months prior to the expiration of the current term. The Base Rent during the First Option Term shall be 103% of the preceding year's Base Rent, payable monthly. The rent during each subsequent year of the First Option Term shall be increased by three percent (3%) per year over the prior year's Base Rent.

C. Provided Tenant is not in default during the period described above as the First Option Term, Tenant may exercise in writing a Second Option to renew this Lease for one additional five (5) year period (Second Option Term), on the same terms and conditions (excepting only the rents which shall be adjusted as hereinafter stated), said written notice to be delivered to Landlord by certified mail receipt no later than six (6) months prior to the expiration of the First Option Term. The Base Rent during the Second Option Term shall be 103% of the preceding year's Base Rent, payable monthly. The rent during each subsequent year of the Second Renewal Term shall be increased by three percent (3%) per year over the prior year's Base Rent.

2. **Basic Rent.**

A. Tenants shall pay to Landlord during the first year of the Initial Term basic rent of \$432,000.00 per year, payable in installments of \$36,000.00 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord and delivered to Tsianakas Management, Inc. at 12637 High Meadow Road, North

Potomac, MD 20878 or at such other place designated by written notice from Landlord. Tenant shall not be responsible for basic rent from May 10, 2025 through July 31, 2025, unless Tenant opens for business during that time. Upon Tenant's opening for business prior to July 31, 2025 they will be responsible for a reduced basic rent payment of \$25,000.00 per month from the date of opening. Additionally, Tenant shall be afforded a reduced basic rent of \$25,000.00 per month for a six month period commencing on August 1, 2025. Tenant shall pay the full basic rent of \$36,000.00 per month commencing February 1, 2026 through May 31, 2026.

B. Tenant shall also pay to Landlord a "Security Deposit" in the amount of \$72,000.00. The Security Deposit will not be held in an interest bearing account. The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

C. Any monthly installment of basic rent not paid by the fifth day of the month shall be subject to a late charge equal to the greater of: i) ten percent (10%) of the monthly installment, or ii) \$100.00 per day for each day during which the monthly installment is late. The five day period does not extend the due date of the rent from the first day of each month. In addition, all rent not paid within (30) days after the due date and all other rent and all other payments becoming due hereunder shall bear interest at the rate of eighteen percent (18%) per annum from the date when the same shall become due and payable.

D. Tenants agree to pay within five (5) days after demand a charge of Forty Dollars (\$40.00) for any check delivered by Tenants to Landlord which is dishonored by Tenants' bank. If more than two (2) checks are dishonored in any twelve (12) month period, Landlord shall have the right to require that all payments made by Tenants thereafter under this Lease shall be made by bank cashier's check, certified check, or money order.

E. Any payment by Tenant of less than the total Rent Due shall be treated as a payment on account. Acceptance of any check bearing an endorsement, or accompanied by a letter stating, that such amount constitutes "payment in full" (or terms of similar import) shall not be an accord and satisfaction or a novation, and such statement shall be given no effect. Landlord may accept any payment without prejudice to any rights or remedies which Landlord may have against Tenant.

2.1 **Annual Rent Escalations.**

Each year that this Lease remains in effect after the second full year of the term hereof, Tenants shall pay to the Landlord as basic rent three percent (3%) annual escalation in the amounts indicated below:

<u>Term</u>	<u>Monthly Rent</u>
May 10, 2025 – May 31, 2026	\$36,000.00 *
June 1, 2026 – May 31, 2027	\$36,000.00
June 1, 2027 – May 31, 2028	\$37,080.00
June 1, 2028 – May 31, 2029	\$38,192.40
June 1, 2029 – May 31, 2030	\$39,338.17
June 1, 2030 – May 31, 2031	\$40,518.32
June 1, 2031 – May 31, 2032	\$41,733.87
June 1, 2032 – May 31, 2033	\$42,985.88
June 1, 2033 – May 31, 2034	\$44,275.46
June 1, 2034 – May 31, 2035	\$45,603.72

* Subject to Paragraph 2A, above.

<u>First Option Term</u>	<u>Monthly Rent</u>
June 1, 2035 – May 31, 2036	\$46,971.83
June 1, 2036 – May 31, 2037	\$48,380.99
June 1, 2037 – May 31, 2038	\$49,832.42
June 1, 2038 – May 31, 2039	\$51,327.39
June 1, 2039 – May 31, 2040	\$52,867.21

<u>Second Option Term</u>	<u>Monthly Rent</u>
June 1, 2040 – May 31, 2041	\$54,453.23
June 1, 2041 – May 31, 2042	\$56,086.82
June 1, 2042 – May 31, 2043	\$57,769.43
June 1, 2043 – May 31, 2044	\$59,502.51
June 1, 2044 – May 31, 2045	\$61,287.59

2.2 **Real Estate Taxes.**

Tenant shall pay in each Tax Year during the Term, as Additional Rent, any and all real estate taxes or any other tax imposed upon or levied by any lawful authority against the property. Such payments are to be made to Landlord on a monthly basis. Landlord shall provide the Tenant with a copy of the property tax bill from the District of Columbia. For the Tax Year in which the Term commences or terminates, the provisions of this Section shall apply, but Tenant's liability for its proportionate share of any taxes for such year shall be subject to a pro rata adjustment based upon the number of days of such Tax Year falling within the Term. For example, the real property taxes for the leased property for the 2025 Tax Year are approximately \$73,845.92. Tenant is responsible for 45.4% of the tax bill which is to be paid in installments of \$2,793.84 per month. Tenant shall include as Additional Rent, monthly payments to the Landlord in the amount of \$2,793.84. This amount will be adjusted by the Landlord for each tax year. Tenant is responsible for payment of their portion of Real Estate Taxes starting June 1, 2025.

2.3 **Landlord's Insurance on Premises.**

Tenant shall pay during the Term, as Additional Rent, any and all insurance premiums that the Landlord has taken to cover the Premises. Landlord shall provide the Tenant with notice as to the premiums for such coverage and Tenant shall include as Additional Rent, monthly payments to the Landlord for said premiums. The amount that Landlord is currently paying for insurance on the Leased Premises is \$11,469.90 per year. Tenant is responsible for 45.4% of the Landlord's insurance premiums which is to be paid in installments of \$433.95 per month. Tenant shall include as Additional Rent, monthly payments to the Landlord in the amount of \$433.95. This amount will be adjusted by the Landlord for each policy renewal period. Tenant is responsible for payment of their portion of Landlord's Insurance starting June 1, 2025.

2.4 **Taxes on Tenant's Personal Property.**

Tenant shall pay all governmental taxes, charges, fees, and assessments applicable to Tenant's personal property, trade fixtures, inventory and Tenant's rent obligation before they become delinquent.

2.5 **Common Area Maintenance.**

Except as set forth below, Tenant shall be responsible for 72.7% of any cost incurred by the Landlord relating to the maintenance and upkeep of the Common Areas as defined in Paragraph 3, below.

Tenant shall be responsible for 45.4% of the cost of any roof repair or maintenance performed by the Landlord and for fire alarm maintenance and service which is currently serviced by Petitbon Alarm Co.

Tenant shall be responsible for 40% of the total electric (Pepco) bill for the building's house meter. In addition, Tenant shall be responsible for 72.7% of the remaining electric (Pepco) bill for the building after credit for the 40%. For example, if the electric bill is \$100.00, Tenant shall be responsible for \$40.00 plus 72.7% of the remaining \$60.00 (\$43.62).

If Landlord is charged for emergency elevator service related to Tenant or its invitees use, Tenant shall be responsible for the complete invoice charged.

2.6 **Additional Rent.**

Additional Rent ("Additional Rent") shall consist of all other sums of money as shall become due under this Lease for which Tenant is responsible, including taxes, utilities, late payments, and Common Area Maintenance, etc., in accordance with the terms, conditions and covenants of this Lease. Tenant covenants and agrees to pay Additional Rent upon demand therefor, unless otherwise stated in this Lease.

3. **Use and Maintenance.**

Tenant is leasing the property for use solely as for the operation of an restaurant and tavern/lounge and must obtain and maintain a "CT Restaurant License" from the District of Columbia with a requirement that at least 40% of gross sales be from food or that each seat

produce at least \$1,800 in revenue. Tenant hereby covenants that it will not carry on any business on the Premises other than a restaurant/tavern/lounge with the services stated above. Tenant will not use or allow the Property to be used for any disorderly or unlawful purposes. Tenant will comply with all laws, ordinances, rules and regulations of the federal and local authorities applicable to the business conducted at the demised Premises and applicable to the demised Premises in general, including, without limitation, occupancy permit, all sales tax laws and any other tax laws.

3.1 **Repairs.**

Tenant is responsible for all needed repairs and maintenance. Tenant shall keep all of the structures, fixtures and improvements in good and substantial order and repair at the sole cost and expense of the Tenant and shall make all repairs or replacements necessary to that end. Tenant shall clean and maintain the Premises in good repair. All garbage and trash must be placed in suitable containers. Tenant agrees to be responsible for any leaks from their Premises to the other Tenants spaces in the Building.

3.2 **Common Areas.**

Common Areas include, without limitation, sidewalks, roofs, gutters, downspouts, landscaped areas, service drives, and service roads, loading and service areas, stairs and stairways, ramps, elevators, the first floor lobby and other similar areas and improvements. Tenant is responsible for keeping the all Common Areas immediately abutting said Premises free from obstructions of all nature, properly swept and clear of snow and ice thereon. Tenant shall not use the Common Areas for any purpose which would impede the flow of pedestrian or other traffic or which would interfere with any other tenant's use of the Common Areas. Specifically, Tenant shall not obstruct the first floor tenant's use of the entranceway located in the Lobby area. Tenant shall comply with the rules and regulations as Landlord prescribes regarding use of the Common Areas. Tenant shall be entitled to use 45.4% of the space in the back of the building for trash receptacles.

Tenant has requested permission to decorate the hallway. Any proposals for decorating common areas must be submitted to and approved by the Landlord prior to such work being performed. Landlord's consent shall not be unreasonably withheld.

3.3. **Prohibited Uses.**

Notwithstanding the forgoing, Tenant shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Legal Requirements are defined as all laws, statutes, orders, ordinances, zoning and other regulations and ordinances of federal, state, county, municipal and other governmental authorities having jurisdiction. Tenant shall not use the Leased Premises in any manner or for purposes which are prohibited by Legal Requirements, or by covenants, conditions or restrictions of record. Tenant agrees that it is solely responsible for determining that its business complies with the applicable Legal Requirements and Landlord makes no representations concerning such Legal Requirements. Tenant agrees that any citations received as a result of the trash containers will be paid promptly by Tenant.

3.4 Tenant's Use of Roof above Third Floor.

Tenant, its agents, employees or contractors shall have access to the roof as needed so long as they have provided twenty-four (24) hours written notice to the Landlord. Tenant shall not be permitted to use the Third Floor Roof for storage of its personal property. Tenant agrees to allow any other tenant of the Property to access the roof so long as reasonable notice has been provided to the Tenant. Tenant shall not penetrate the roof for any purpose, except as specifically reviewed and approved by Landlord in writing. Any damage to the roof caused by the Tenant, its agents, employees or contractors, or Tenant's equipment thereon shall be Tenant's responsibility. Except for the removal of any HVAC unit, at the end of the Term (or any properly exercised Option Term), Tenant shall return the roof to the same sound condition as existed prior to the installation of any equipment by the Tenant.

3.5 Tenant's Use of Second Floor Patio.

Tenant shall be permitted to maintain an outdoor patio on the Second Floor roof so long as its use a) does not violate any laws; b) does not damage the roof below the patio area; and c) is maintained so as to not create a hazard to other persons, including the public. So long as Tenant has received written permission from the District of Columbia and from the Landlord, Tenant may maintain an awning on the Second Floor Patio.

3.6. Tenant's Use of Balcony in the Rear of the Building.

Tenant shall be permitted to maintain a refrigeration unit (walk-in refrigerator) which is currently situated on top of the roof in the rear of the Property. Any damage to the roof below the refrigeration unit caused by the Tenant, its agents, employees or contractors, or Tenant's equipment thereon shall be Tenant's responsibility. Except for the removal of the refrigeration unit, at the end of the Term (or any properly exercised Option Term), Tenant shall return the roof to the same sound condition as existed prior to the installation of any equipment by the Tenant.

3.7 Tenant's Use of Utility Room in Basement.

Tenant, its agents, employees or contractors shall have access to the Utility Room in the Basement as needed so long as they have provided twenty-four (24) hours written notice to the Landlord and to the basement tenant. Tenant shall not use the Utility Room or make any modifications in the Utility Room without providing written notice to the Landlord and receiving written approval from the Landlord. Any damage to the Utility Room caused by the Tenant, its agents, employees or contractors, or Tenant's equipment therein shall be Tenant's responsibility. Upon Landlord's request at the end of the Term (or any properly exercised Option Term), Tenant shall be responsible for returning the Utility Room in the Basement to the same sound condition as existed prior to the installation of any equipment by the Tenant. Tenant may not use the Utility Room in the Basement in any manner which may harm Landlord or any other tenant of the Property.

4. Insurance.

A. Commercial General Liability Insurance. Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises, the sidewalks in from the Premises, and the business operated by

Tenant in the Premises in which the limits of public liability shall not be less than Two Million Dollars (\$2,000,000.00) per person, and Four Million Dollars (\$4,000,000.00) per accident, and in which the property damage liability shall not be less than One Million Dollars (\$1,000,000.00) for each accident. The policy shall name the Landlord, any person, firms or corporations designated by the Landlord and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord fifteen (15) days' prior written notice. The insurance shall be issued by an insurance company licensed to do business in the District of Columbia and approved by the Landlord which consent shall not be unreasonably withheld and a copy of the policy or a certificate of insurance shall be delivered to the Landlord, prior to occupancy of the Premises by Tenant, and thereafter upon renewal of such insurance term.

B. Liquor Legal Liability Coverage. If Tenant sells, serves or distributes alcoholic beverages in or on the Leased Premises, then such General Liability Insurance shall include Liquor Legal Liability coverage at the same minimum limits of liability as set forth above.

C. Products Liability Coverage. If Tenant sells, serves or distributes food in or on the Leased Premises, then such General Liability Insurance shall include products liability with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and an aggregate limit of Two Million dollars (\$2,000,000.00).

D. Umbrella Coverage. In addition, Tenant shall carry Commercial Umbrella Liability Insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and an aggregate limit of Two Million Dollars (\$2,000,000.00).

E. Fire Coverage. Tenant shall, during the entire term hereof, keep in full force and effect fire and extended coverage insurance on the demised Premises in an amount equal to at least one hundred percent (100%) of the valuation of the buildings and all additions or improvements made by either party. Tenant shall also obtain insurance relating to its sale of liquor. This insurance shall be procured at the time of delivery of the possession of the Premises to Tenant, and the amount of the insurance shall be adjusted as additions or improvements are made to the demised Premises by either party. The policy shall name the Landlord, any person, firms or corporations designated by the Landlord, and Tenant insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord fifteen (15) days' prior written notice. The insurance shall be issued by an insurance company licensed to do business in the District of Columbia and approved by the Landlord in the maximum valuation amount as determined by the insurance company and a copy of the policy or certificate of insurance shall be delivered to the Landlord. The Landlord shall not unreasonably withhold approval of the insurance company.

F. Additional Coverage.

- i. Tenant shall be and remain liable for the repair and restoration of all plate glass in the front of the building, on the doors to the building and the windows.
- ii. Removed.

- iii. Tenant shall maintain business interruption, loss of income and extra expense insurance in amounts sufficient to pay for Tenant's expenses and lost income for a one year period.
- iv. Tenant shall maintain employer's liability insurance and statutory worker's compensation insurance as required by the District of Columbia.

G. Future Modification of Coverage Amounts.

Notwithstanding anything set forth above, all dollar limits specified in this Section 4 may be increased from time to time, as reasonably necessary upon Notice from Landlord, to effect economically equivalent insurance coverage, or coverage deemed adequate in light of the then existing circumstances.

H. Yearly Proof of Coverage. On the anniversary of each year of the Lease Term (or any Option Term), Tenant shall provide Landlord with a Certificate of Insurance which evidences the above required coverage. Such Certificate of Insurance must also include Landlord as an Additional Insured.

I. Material Breach. Any failure by Tenant to abide by the terms of Paragraph 4 or any of its subparts shall be deemed a material breach hereof.

5. Loss and Damage.

A. Landlord shall not be liable for any damage to property of Tenant or of others located on or by the Premises nor for the loss of or damage to any property of Tenant or of other by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street, or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other Tenants or persons in the Premises, occupants of adjacent property, or the public or caused by operation in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Premises or in the building of which they form a part. All property of the Tenant kept or stored on the Premises are at the risk of the Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to these, including subrogation claims by Tenant's insurance carriers.

B. Tenant shall give immediate notice to Landlord in case of fire or accident in the Premises or in the building of which the Premises are a part or of defects there in or in any fixtures or equipment.

6. Sublease and Assignment.

Tenant will not assign this Lease, in whole or in part, nor sublet all or any part of the Premises, nor license or lease any space within the Premises, without first obtaining the prior consent of Landlord, in writing, which consent cannot be unreasonably withheld. Prior to providing consent, the Landlord shall be provided credit reports, financial statements and tax returns and if the Assignee or Sublessee is an entity, all corporate and or LLC documents,

including, but not limited to, the Articles of Incorporation, Articles of Organization, a list of shareholders and/or any Membership Agreements. In addition, upon request of the consent of the Landlord, Tenant agrees to pay \$4,000.00 for professional fees for the review of the above-referenced documents. Consent by Landlord of any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting. The acceptance by Landlord of the payment of rent following any assignment or other transfer prohibited by this Article shall not be deemed to be consent by Landlord to any such assignment or other transfer.

7. **Indemnification.**

Tenant agrees to and does hereby indemnify Landlord and save Landlord harmless and shall defend Landlord from and against any and all claims, actions, damages, liability and judgments in connection with loss of life, personal injury and/or damage to person and/or property arising from or out of the occupancy or use by Tenant of the Premises occasioned wholly or in part by any act or omission of the Tenant, its officers, agents, contractors, invitees, guests or employees. Tenant agrees to resist and defend any action, suit or proceeding brought against Landlord by reason of any such occurrence by counsel reasonably satisfactory to Landlord, if the action is not insurable. Otherwise, counsel selected by the insurance company shall defend the action.

8. **Alterations and Mechanics Lien**

A. Tenant shall not make any substantial changes to the exterior of the Premises without the express consent of the Landlord. All plans for such changes shall be submitted to the Landlord 14 days prior to such changes being made.

B. It is expressly understood and agreed that the Tenant shall have no authority, express or implied, by virtue hereof to bind the interests of the Landlord in the demised Premises, for any purpose whatsoever, and notice is hereby given that no contract, transfer, assignment, mortgage or deed of trust, made or entered into by the Tenant, and no decree, mechanics' or other lien, claim or demand against the Tenant shall in any manner or degree affect the title of the Landlord to the Premises.

C. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of the Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or material man for the performance of any labor or the furnishing of any materials for any specific improvements, alterations or repair of any building or other improvement or of the demised Premises or any part thereof, nor as giving the Tenant any right, power or authority to contract for, or permit the rendering of, any services, or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the fee of the demised Premises. The Landlord shall have the right (but not the obligation) at all reasonable times to keep posted on the demised Premises any notices that may be provided by law which the Landlord may deem to be necessary for the protection of the Landlord and the demised Premises from mechanics' liens. If any such mechanics' liens shall at any time be filed against the demised Premises, the Tenant covenants that it will discharge the same within ten (10) days after filing thereof, and upon its failure to do so the Landlord, in addition to any other right or remedy that the Landlord may have, may take such action as may be reasonably necessary to protect his interest. Any amount paid by the Landlord in connection with such

action, and all costs and expenses of the Landlord in connection therewith, including but not limited to reasonably attorney's fees, court costs and other necessary disbursements, shall be repaid by the Tenant to the Landlord upon demand.

9. **Utilities.**

Except as set forth above, Tenant shall pay for all charges for water/sewer, gas, electricity, telephone and other services and utilities used by the Tenant on the Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

Landlord shall not be liable to Tenant in damages or otherwise for the quality, quantity, failure, unavailability or disruption of any utility service and the same shall not constitute a termination of this Lease, or an actual or constructive eviction of Tenant, or entitle Tenant to any abatement of Rent.

10. **Signs.**

No additional sign, awning, advertisement or notice shall be affixed to or placed upon any part of the demised Premises unless approved by Landlord. Tenant shall be permitted to place signage above the "ramp door". Tenant agrees to provide a proposal for the placement of the signage prior to installation of such signage. Landlord shall not unreasonably withhold approval. If any such sign, awning, advertisement or notice is affixed without Landlord's written consent, then Landlord shall have the right to remove such sign, awning, advertisement or notice. Any such affixed object must be maintained in good repair and clean order. Tenant, at its sole expense, shall repair all damage to the Premises resulting from the removal of signs installed by the Tenant.

Moreover, Tenant agrees that signs may be placed by the Landlord or other Tenants in the building, indicating that the U Street door ("ramp door") may be used for handicap access to the other tenant's in the building. The U Street door must remain unlocked. The ramp on U Street and the door is used for handicap access and shall remain unblocked at all times.

11. **Surrender of Possession.**

A. Tenant shall, on the last day of the term (or Option Term), or on earlier termination or forfeiture of the Lease, peaceably and quietly surrender and deliver the demised Premises to Landlord free of sub-tenancies, including all additions, and improvements constructed or placed thereon by Tenant, all in good condition and repair, ordinary wear and tear, and deterioration excepted. Any trade fixtures or personal property not used in connection with the operation of the demised Premises and belonging to Tenant, if not removed at the termination or default, and if Landlord shall so elect, shall be deemed abandoned and become the property of the Landlord without any payment or offset therefore. Tenant shall repair and restore all damage to the demised Premises caused by the removal of equipment, trade fixtures and personal property.

B. Should Tenant fail to deliver possession, Tenant shall be liable for one and a half times the Base Rent during the last month of the term (or any Option Term), and thereafter until the Landlord is able to evict tenant and regain possession of the Premises. For example, if rent was \$1,000 per month, then Tenant would owe \$1,500.00 per month after holdover.

12. **Quiet Enjoyment and Non-Disturbance.**

Landlord covenants that it has full right, power and authority to enter into this Lease and that Tenant, upon performing all of Tenant's obligations under this Lease and timely paying all Rent, shall peaceably and quietly have, hold and enjoy the Leases Premises during the Term without hindrance, ejection or molestation by and person lawfully claiming by, through or under Landlord, subject, however, to the provisions of this Lease and all Mortgages, encumbrances, easements, and matters of record to which this Lease is or may become subject. Landlord shall use its best efforts to obtain a non-disturbance clause from any future lender for the term of this Lease or renewal thereof.

13.1 **Subordination.**

This Lease is subordinate to all present and future mortgages, deeds-of-trust and other encumbrances affecting the demised Premises or the property of which said Premises are a part. Tenant agrees to execute any instrument deemed necessary by Landlord to further effect the subordination of this Lease to any such mortgage, deed-of trust or encumbrance and further appoints Landlord as attorney-in-fact to execute any such instrument or document.

13.2 **Estoppel Certificate.**

Landlord and Tenant shall certify by written instrument to the other or any other person designated by Landlord or Tenant within fourteen (14) days after Notice from, and without charge or cost to the other: (i) that this Lease is in full force and effect, and, if modified, stating the modifications; (ii) the dates through which Rent has been paid; (iii) whether Landlord or Tenant has failed to perform any covenant, term or condition under this Lease, and the nature of the Landlord's or Tenant's failure, if any; and (iv) such other relevant information as Landlord or Tenant may reasonably request.

14. **Condemnation.**

If the whole or any part of the Premises be acquired, taken or condemned by any competent authority for any public or quasi-public use or purpose, or by eminent domain, then the term of this Lease shall terminate from the date when possession of the parts so taken shall be required for such use or purpose. No part of any award or payment as a result of such taking or condemnation shall be payable to Tenant and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. Notwithstanding the above, Tenant may make a claim against the condemning authority for the loss of the business, exclusive of the value of the unexpired Lease Term.

15. **Default; Remedies.**

A. This Lease is subject to the limitation that if, at any time during the Lease Term, any one or more of the following events, hereinafter called an "event of default", shall occur: (1) if the Tenant makes an assignment for the benefit of creditors, or (2) if Tenant's leasehold interest is taken on execution, or (3) if the Premises remain unoccupied, unattended, deserted, abandoned or vacated during the Lease Term for ten (10) days after notice thereof from the Landlord to the Tenant, or (4) if the Tenant assigns, mortgages or encumbers this Lease, or sublets the whole or any part of the Premises, otherwise than as expressly permitted hereunder,

or (5) if proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and such proceedings are not dismissed (including the discharge of any receiver, trustee or liquidator appointed therein) within thirty (30) days following their institution; or (6) if the Tenant fails to pay any installment of the annual rental set forth in the Lease, when the same shall become due and payable, and such failure continues for five (5) days after notice thereof from the Landlord to the Tenant, or (7) if the Tenant fails to pay any charge required to be paid by the Tenant hereunder other than the annual rental reserved herein, and such failure continues for ten (10) days after notice thereof from the Landlord to the Tenant, or (8) if the Tenant fails to perform or observe any other requirements of this Lease (not hereinbefore specifically referred to) on the part of the Tenant to be performed or observed, and such failure continues for ten (10) days after notice thereof from the Landlord to the Tenant. Provided, however, that if such event of default is of such nature that it cannot with due diligence be cured within a period of ten (10) days as herein provided, and so long as the Tenant proceeds with all due diligence to complete the curing of such default, the time of the Tenant within which to cure same shall be extended for such period as may be reasonably necessary to complete the same with all due diligence: Then, upon the happening of any one or more of the aforementioned events of default, numbered from (1) to (8), inclusive, and the expiration of the period of time prescribed in any notice required to be given, the Landlord may give to the Tenant a notice (hereinafter called "Notice of Termination") of its intention to end the term of the Lease at the expiration of five (5) days from the date of service of such Notice of Termination, and at the expiration of such five (5) days, this Lease and the term hereof, as well as all of the right, title and interest of the Tenant hereunder shall wholly cease and expire in the same manner and with the same force and effect as if the date of expiration of such five (5) day period was the date originally specified herein for the expiration of this Lease, and the Tenant shall then quit and surrender the Premises to the Landlord.

B. In the event of default, whether or not Landlord terminates the Lease, Landlord shall have the right to bring a special proceeding to recover possession from Tenant and/or Landlord may, in any such event, without notice, re-enter the Premises and dispossess, by summary proceedings, self help or otherwise, Tenant and the legal representatives of Tenant or other occupant(s) of the Premises and remove their effects and Tenant shall have no further claim or right hereunder. To the extent permitted by law, Tenant waives notice of re-entry or institution of legal proceedings to that end and waives any right of redemption, re-entry or repossession. No re-entry or commencement of any action for reentry shall be construed as an election to terminate this Lease and shall not absolve or release Tenant from any of its obligations for the remainder of the term of this Lease. In the event of reentry, Landlord may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the expense and risk of Tenant, without notice or resort to legal process and without Landlord being deemed guilty of trespass or conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within ten (10) days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant and Landlord may dispose of same without liability to Tenant.

C. If Landlord re-enters the Premises, or takes possession pursuant to legal proceedings or otherwise, or if Tenant shall abandon, vacate or surrender the Premises before the expiration of the Term of this Lease, Landlord may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as necessary in

order to re-let the Premises, and re-let the Premises or any part thereof for such term or terms and for such rent and upon such other terms and conditions as Landlord may determine advisable in its sole discretion. Upon each such re-letting all rentals and other sums received by Landlord from such re-letting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting, including reasonable brokerage fees and attorneys' fees and costs of any alterations and repairs; third, to the payment of rent and other charges due and unpaid hereunder; and the residue, if any, shall be held and applied in payment of future rent as the same may become due and payable hereunder. If such rentals and other sums received from such re-letting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord; if such rentals and other sums shall be more, Tenant shall have no right to, and shall receive no credit for, the excess. Such deficiency shall be calculated and paid monthly. Notwithstanding any such re-letting without termination, Landlord may at any time elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease or take possession of the premises for any breach, in addition to any other remedies, Landlord may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees, and the amount of rent reserved for the remainder of the Lease Term, all of which amount shall be immediately due and payable from Tenant to Landlord. Tenant shall be entitled to a credit against the rent reserved, equal to the proceeds, as and when received, of any re-letting of the Premises, less any expenses of re-letting, including but not limited to advertising and brokerage, commission or finder fees, remodeling or repair costs, rent concessions, and build-out allowances.

D. If Tenant has not abandoned the premises, and if Landlord obtains possession of the Premises pursuant to Tenant's default or termination of the lease, Landlord will use reasonable efforts to mitigate of Landlord's damages.

E. Any damage or loss of rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the re-letting or termination, in a single action or in separate actions, from time to time, as said loss of rents or damages shall accrue, or in a single proceeding deferred until the expiration of the Term of this Lease (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of said Term). If Landlord files a legal action for recovery of the Premises, because of the breach of any other covenant herein contained on the part of Tenant to be kept and performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including Landlord's actual attorneys' fees.

F. If Landlord files a legal action for recovery of the Premises, as a result of a failure to pay rent, or if the Landlord files a legal action for unpaid rent or other damages, Tenant shall pay to Landlord all expenses incurred therefore, including reasonable attorneys' fees of twenty-five percent (25%) of the amount claimed.

G. Notwithstanding any other provision of this Lease, Landlord shall be entitled to the maximum recovery of damages permitted by the law of the jurisdiction in which the Premises are situated, regardless of the enforceability or lack of enforceability of any remedy set forth herein. All remedies under this Lease or under the law of the jurisdiction in which the Premises are situated shall be cumulative and non-exclusive.

H. In conjunction with the execution of this Lease Agreement, Tenant and Guarantors are executing a Promissory Note for monies owed to the Landlord. Any failure to

make timely payments as required by the Promissory Note shall be considered a breach of this Lease Agreement and shall allow Landlord to file an action for Possession of the Property in the Superior Court for the District of Columbia.

16. **Waiver of Notice to Quit, Waiver of Jury Trial and Waiver of Right of Redemption.**

Tenant waives the right to trial by jury in any action arising under this Lease or involving the landlord-tenant relationship created by this Lease, and in any action which is any way predicated upon the existence of the landlord-tenant relationship. Tenant waives the right to receive any notice of default, notice to quit, and any notice of violation and right to cure under District of Columbia law and Tenant shall have no notice rights except as provided in this Lease. Tenant expressly waives any and all rights of redemption and any and all rights to relief from forfeiture which would otherwise be granted or available to Tenant under any present or future statutes, rules or case law.

17. **Notice.**

All notices required or desired to be given hereunder by either party to the other shall be hand-delivered or given by Certified or Registered Mail, First class Postage Prepaid, Return Receipt Requested. Notices shall be deemed given as of the date sent. Notices to the respective parties shall be addressed as follows:

TO LANDLORD: Tsianakas Management, Inc.
 12637 High Meadow Road
 North Potomac, MD 20878

TO TENANT: Green Zebra, LLC
 2001 14th Street, NW, 2nd Floor
 Washington, DC 20009

18. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

20. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenants and their respective legal representatives, successors and assigns.

21. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

22. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

23. Severability.

If any of the terms or provisions of this Lease Agreement shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement shall not be affected thereby and each other term or provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the District of Columbia.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.



Green Zebra, LLC

By: JACKSON MOSLEY YU,
Authorizing
REPRESENTATIVE



Thomas Tsianakas, Trustee
The Thomas and Ioanna Tsianakas
Family Trust

GUARANTY OF LEASE AGREEMENT

FOR VALUE RECEIVED and in order to induce Thomas Tsianakas, Trustee of the Thomas and Ioanna Tsianakas Trust ("Landlord") to execute the foregoing Lease Agreement ("the Lease") with Green Zebra, LLC, Momentux Hospitality, LLC, Reza Saleem Malik and Jackson Phillip Mosley Yu ("Guarantors") jointly and severally, hereby unconditionally guarantee the full performance of each and all of the terms, covenants and conditions of the Lease to be kept and performed by the Tenant, including payment of all rent and other charges to accrue thereunder for the entire term of the Lease and any extensions thereto. Guarantors have reviewed the Lease Agreement and agree that the terms set forth therein are agreeable. Guarantors further agree that no waiver, extensions, including exercising options, renewals, holdovers, modifications, alterations or assignments of the Lease shall in any manner release or discharge the undersigned and they hereby consent thereto. The Guarantors hereby waive any right to require the Landlord to proceed against the Tenant, or to proceed against or exhaust any security, or to pursue any other remedy in Landlord's power whatsoever and waive any defense of Tenant, or by reason of the cessation of the liability of the Tenant from any cause whatsoever. Guarantors hereby waive trial by jury in any action, proceeding or counterclaims. The Guarantors hereby waive notice of any demand by the Landlord, as well as any notice of default in performance of any obligations or in the payment of rent or any other amounts to accrue under the Lease. Guarantors hereby waive any and all rights of redemption.

Any indebtedness of the Tenant now or hereafter held by the Guarantors is hereby subordinated to the indebtedness of the Tenant to Landlord. The terms and provisions of this Guaranty shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named. This Guaranty and all provisions hereof shall be governed by the laws of the District of Columbia.

IN WITNESS WHEREOF, the Guarantors have caused this Guaranty to be executed this day of MAY 20TH, 2025.

WITNESS:

Reza S Malik

JACKSON MOSLEY

Reza S Malik

GUARANTORS:

[Signature]

Momentux Hospitality, LLC

By: JACKSON MOSLEY YU, AUTHORIZING REPRESENTATIVE

Reza S Malik
Reza Saleem Malik

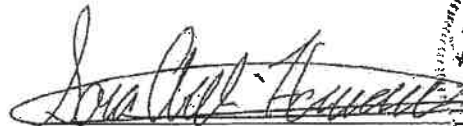
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Jackson Phillip Mosley Yu

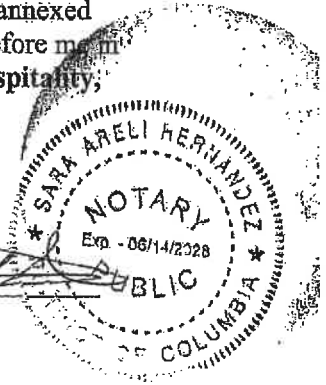
State of Washington :
County of DC :

I, Sara Areli Hernandez, a Notary Public in and for the said jurisdiction do hereby certify that Jackson Mosley, who is personally well known to me as (or proved by the oath of credible witnesses to be) the person(s) who executed the foregoing and annexed Guaranty bearing date on the 20th day of May, 2025, personally appeared before me in said jurisdiction and acknowledged the same to be the act and deed of **Momentux Hospitality, LLC**.

My Commission Expires:

06/14/2028


Notary Public



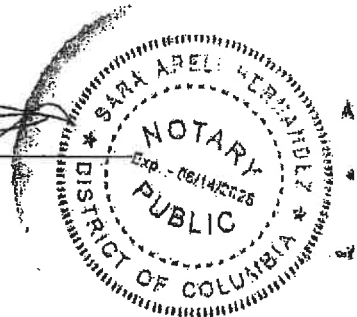
State of Washington :
County of DC :

I, Sara Areli Hernandez, a Notary Public in and for the said jurisdiction do hereby certify that Azra Malik, who is personally well known to me as (or proved by the oath of credible witnesses to be) the person(s) who executed the foregoing and annexed Guaranty bearing date on the 20th day of May, 2025, personally appeared before me in said jurisdiction and acknowledged the same to be his act and deed.

My Commission Expires:

06/14/2028


Notary Public

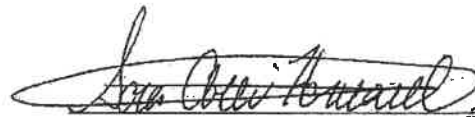


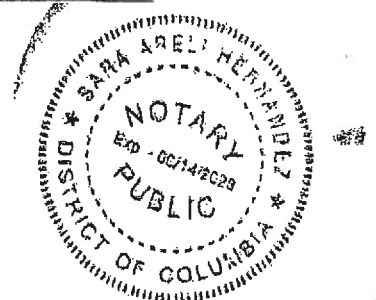
State of Washington :
County of DC :

I, Sara Areli Hernandez, a Notary Public in and for the said jurisdiction do hereby certify that Jackson Mosley, who is personally well known to me as (or proved by the oath of credible witnesses to be) the person(s) who executed the foregoing and annexed Guaranty bearing date on the _____ day of _____, 2025, personally appeared before me in said jurisdiction and acknowledged the same to be his act and deed.

My Commission Expires:

06/14/2028


Notary Public



State of Washington :
County of DC :

Thomas Tsianakas

**Rainbow Zebra LLC-RUSH
Jackson Mosley
2001 14th Street NW,
Washington, DC 20009**

Balance Due As Of December 15th 2025

May 2025 Utilities Invoice	\$ 2,774.31
KONE Bill (72.7%)	\$ 798.72
August Rent	\$ 28,227.78
August Late Fees (8/1/25 - 8/31/25)	\$ 3,100.00
September Rent	\$ 28,277.60
August Late Fees (9/1/25 - 9/30/25)	\$ 3,000.00
September Late Fees (9/1/25 - 9/30/25)	\$ 6,000.00
June, July & August Utilities Invoice	\$ 12,382.75
October Rent	\$ 28,277.60
August Late Fees (10/1/25 - 10/31/25)	\$ 3,100.00
September Late Fees (10/1/25 - 10/31/25)	\$ 3,100.00
October Late Fees (10/1/25 - 10/31/25)	\$ 3,100.00
September & October Utilities	\$ 994.13
November Rent	\$ 28,277.60
August Late Fees (11/1/25 - 11/30/25)	\$ 3,000.00
September Late Fees (11/1/25 - 11/30/25)	\$ 3,000.00
October Late Fees (11/1/25 - 11/30/25)	\$ 3,000.00
November Late Fees (11/1/25 - 11/30/25)	\$ 3,000.00
November Utilities	\$ 2,136.28
December Rent	\$ 28,277.60
August Late Fees (12/1/25 - 11/30/25)	\$ 1,500.00
September Late Fees (12/1/25 - 11/30/25)	\$ 1,500.00
October Late Fees (12/1/25 - 11/30/25)	\$ 1,500.00
November Late Fees (12/1/25 - 11/30/25)	\$ 1,500.00
December Late Fees (12/1/25 - 11/30/25)	\$ 1,500.00

TOTAL	\$ 201,324.37
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1. Rent

Month	Amount
August Rent	\$28,227.78
September Rent	\$28,277.60
October Rent	\$28,277.60
November Rent	\$28,277.60
December Rent	\$28,277.60
Total Rent:	\$141,338.18

2. Utilities

Description	Amount
May 2025 Utilities Invoice	\$2,774.31
KONE Bill (72.7%)	\$798.72
June, July & August Utilities	\$12,382.75
September & October Utilities	\$994.13
November Utilities	\$2,136.28
Total Utilities:	\$19,086.19

3. Late Fees

Description	Amount
August Late Fees (8/1–8/31)	\$3,100.00
August Late Fees (9/1–9/30)	\$3,000.00
September Late Fees (9/1–9/30)	\$6,000.00
August Late Fees (10/1–10/31)	\$3,100.00
September Late Fees (10/1–10/31)	\$3,100.00
October Late Fees (10/1–10/31)	\$3,100.00
August Late Fees (11/1–11/30)	\$3,000.00
September Late Fees (11/1–11/30)	\$3,000.00
October Late Fees (11/1–11/30)	\$3,000.00
November Late Fees (11/1–11/30)	\$3,000.00
August Late Fees (12/1–12/31)	\$1,500.00
September Late Fees (12/1–12/31)	\$1,500.00
October Late Fees (12/1–12/31)	\$1,500.00
November Late Fees (12/1–12/31)	\$1,500.00
December Late Fees (12/1–12/31)	\$1,500.00
Total Late Fees: \$40,900.00	

Grand Total

Category	Total
Rent	\$141,338.18
Utilities	\$19,086.19
Late Fees	\$40,900.00
Total Amount Due:	\$201,324.37

TENANT'S NAME: Rainbow Zebra LLC f/k/a Green Zebra LLC d/b/a RUSH

DATE: December 17, 2025

TENANT'S ADDRESS: 2001 14th Street, NW, Washington, DC 20009

PROPIETARIO: The Thomas and Ionna Tsianakas Family Trust, Thomas Tsianakas, Trustee

COMMERCIAL NOTICE TO VACATE

D.C. CODE SECTION 42-3202(a)

Rainbow Zebra LLC f/k/a Green Zebra LLC d/b/a RUSH

December 17, 2025

2001 14th Street, NW, Washington, DC 20009

30 DAY NOTICE TO QUIT AND VACATE

Rainbow Zebra LLC f/k/a Green Zebra LLC d/b/a RUSH:

The Owner of the premises located at 2001 14th Street, N.W. Washington, D.C. 20009 (the "Premises") hereby notifies you of the termination of occupancy of the Premises and further notify you to quit and vacate the leased Premises and remove all personal, commercial and business property thereon.

This notice is being sent to you pursuant to Section 42-3202(a) of the D.C. Code Annotated, due to your failure to pay rent due through December 2025. The total amount of your arrears as of the date of this notice is \$201,324.37.

Section 42-3202(a) states that a commercial tenancy for a term of years may be terminated by a thirty (30) day notice in writing to the Lessee to quit the Premises.

You have thirty (30) days from the date that this notice was served to quit and vacate the Premises as set forth above.

In the event you fail to quit and vacate the Premises as aforesaid, it will be necessary that the Owners take such steps as are appropriate to secure possession of the Premises.

Also, you will be liable for the use and occupancy of the Premises up to and after the date of termination of your possession if you fail to vacate by the date specified in this notice. This notice shall not relieve you from any claims for any other damages by the Owners.

Pamela McLean, Owner's Agent

MCLEAN LEGAL GROUP

1629 K Street, NW, Suite 300

Washington, D.C. 20006

202-204-2234 (O)

703-488-0852 (C)

mcleanlegalgroup@gmail.com

AVISO comercial A DESALOJAR de D.C. CODE SECTIONS 42-3202(a)

nornbre inquilino: Rainbow Zebra LLC f/k/a Green Zebra LLC d/b/a RUSH

fecha: 17 de diciembre de 2025

Direccion de INQUILINOS: 2001 14th Street, NW, Washington, DC 20009

PROPIETARIO: The Thomas and Ionna Tsianakas Family Trust, Thomas Tsianakas, Trustee

30 dia aviso querido salir Y VACATE

Rainbow Zebra LLC f/k/a Green Zebra LLC d/b/a RUSH:

el propietario del local ubicado en 2001 14th Street, N.W. Washington, D.C. 20009 (en adelante, las "locales") par la presente le notifica de la terminaci6n de la ocupaci6n de las locales y adernas notificarle a salir y desalojar las locales arrendados y quitar todos las personal, comercial y de negocio propiedad al respecto.

Este aviso se envia a usted en virtud del articulo 42-3202(a) par la presente le notifica de la terrninaci6n de la ocupaci6n de los locales y adernas notificarle a salir y desalojar las locales arrendados y quitar todos los personal, comercial y de negocio propiedad al respecto. Este aviso se envia a usted en virtud del articulo 42-3202(a) de la DC c6digo anotado, debido a su falta de pago de alquiler durante abril de 2023. El importe total de las atrasos en la actualidad es \$201,324.37. Secci6n 42-3202(a) afirrna que un arrendarniento par un periodo de anos puede ser terrninado par un aviso de treinta (30) dias por escrito al inquilino para salir de los locales. Sec ci6n 42-3206 regula el servicio de un anuncio para salir a un inquilino prorrata. Usted tiene treinta (30) dias a partir de la fecha en que este aviso se servia para salir y desalojar las locales

coma conjunto expuestas anteriormente. En caso de que no salga y desalojar los locales como la mencionada, sera necesario que las responsables de toman las medidas adecuadas para posesión seguro de los locales. Tambien, usted sera responsable por el uso y la ocupación de los locales hasta y despues de la fecha de la terminación de su posesión si no desalojar por la fecha especificada en este aviso. Este aviso no le liberara de toda reclamación por el uso y la ocupación de los locales hasta y despues de la fecha de la terminación de su posesión si no desalojar por la fecha especificada en este aviso. Este aviso no le liberara de toda reclamación por cualquier otro dano par los propietarios.

Pamela McLean, Agente del propietario

MCLEAN LEGAL GROUP

1629 K Street, NW, Suite 300

Washington, D.C. 20006

202-204-2234 (O)

703-488-0852 (C)

mcleanlegalgroup@gmail.com

CERTIFICATE OF SERVICE

I, Pamela McLean, hereby certify that I served the above Notice to Vacate in English and Spanish upon Rainbow Zebra LLC f/k/a Green Zebra LLC d/b/a RUSH, at 2001 14th Street NW, Washington, D.C. 20009 via private process server.

/s/Pamela McLean

AFFIDAVIT OF PROCESS SERVER

Attorney: Pamela McLean, Esq.

McLean Legal Group
1629 K Street, NW Suite 300
Washington DC 20006

VS.



348386

Case Number:

Legal documents received on 12/18/2025 at 10:48 AM to be served upon **Rainbow Zebra LLC f/k/a Green Zebra LLC d/b/a RUSH at 2001 14th Street, NW, Washington, DC 20009**

I, **Stuart Macpherson**, swear and affirm that on **December 30, 2025** at **7:44 PM**, I did the following:

Served **Rainbow Zebra LLC f/k/a Green Zebra LLC d/b/a RUSH** by delivering a conformed copy of the **30 Day Notice to Quit and Vacate (English and Spanish Version)**; Ledger to **Jackson Mosley a/k/a Jackson Moseley** as **Owner/President & Authorized Agent of Rainbow Zebra LLC f/k/a Green Zebra LLC d/b/a RUSH at 2001 14th Street, NW, Washington, DC 20009**.

Description of Person Accepting Service:

Sex: Male Age: 34 Height: 5ft9in-6ft0in Weight: 161-200 lbs Skin Color: Caucasian Hair Color: Dark Brown

Supplemental Data Appropriate to this Service:

I declare under penalty of perjury that the foregoing information contained in this affidavit is true and correct and that I am a professional process server over the age of 18 and have no interest in the above legal matter.

Date: 12/31/2025



Stuart Macpherson
Process Server
Same Day Process Service, Inc.
1413 K St., NW, 7th Floor
Washington DC 20005
(202)-398-4200
info@samedayprocess.com

Internal Job
ID:348386

